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Counsel for Plaintiffs/Counter Defendants Trusts and

Third-Party Defendant current and former Trustees

Marielle “Apple” Thorne, Phil Jaynes, and Ronald Poveromo

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TRUSTEES OF THE NEVADA RESORT
ASSOCIATION—INTERNATIONAL
ALLIANCE OF THEATRICAL STAGE
EMPLOYEES AND MOVING PICTURE
MACHINE OPERATORS OF THE UNITED
STATES AND CANADA, LOCAL 720,
PENSION TRUST; TRUSTEES OF THE
NEVADA RESORT ASSOCIATION—
INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES AND
MOVING PICTURE MACHINE
OPERATORS OF THE UNITED STATES
AND CANADA, LOCAL 720, WAGE
DISABILITY TRUST; and TRUSTEES OF
THE NEVADA RESORT ASSOCIATION—
INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES AND
MOVING PICTURE MACHINE
OPERATORS OF THE UNITED STATES
AND CANADA, LOCAL 720,
APPRENTICE AND JOURNEYMAN
TRAINING AND EDUCATION TRUST,

Plaintiffs,

vs.

BIG FIN 720, LLC, a Domestic Limited-
Liability Company; BIG FIN VEGAS, LLC,
a Domestic Limited-Liability Company; BIG
FIN PRODUCTIONS, LLC, a Domestic
Limited-Liability Company; and BIG FIN
INTERNATIONAL, LLC, a Domestic
Limited-Liability Company,

Defendants.

CASE NO: 2:23-cv-00149-RFB-DJA

**~~PROPOSED~~ DISCOVERY PLAN AND
SCHEDULING ORDER**

**[SUBMITTED IN COMPLIANCE WITH
LR 26-1(b)]**

BIG FIN 720, LLC, a Domestic Limited-Liability Company; BIG FIN VEGAS, LLC, a Domestic Limited-Liability Company; BIG FIN PRODUCTIONS, LLC, a Domestic Limited-Liability Company; and BIG FIN INTERNATIONAL, LLC, a Domestic Limited-Liability Company,

Counterclaimants,

TRUSTEES OF THE NEVADA RESORT ASSOCIATION—INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL 720, PENSION TRUST; TRUSTEES OF THE NEVADA RESORT ASSOCIATION—INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL 720, WAGE DISABILITY TRUST; and TRUSTEES OF THE NEVADA RESORT ASSOCIATION—INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL 720, APPRENTICE AND JOURNEYMAN TRAINING AND EDUCATION TRUST,

Counter-defendants,

BIG FIN 720, LLC, a Domestic Limited-Liability Company; BIG FIN VEGAS, LLC, a Domestic Limited-Liability Company; BIG FIN PRODUCTIONS, LLC, a Domestic Limited-Liability Company; and BIG FIN INTERNATIONAL, LLC, a Domestic Limited-Liability Company,

Third-Party Plaintiffs,

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL 720, a Labor Organization; MARIELL “APPLE” THORNE, an individual; PHIL JAYNES, an individual; and RONALD POVEROMO, an individual,

Third-Party Defendants.

Plaintiff/Counter-defendants, TRUSTEES OF THE NEVADA RESORT ASSOCIATION—INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL 720, PENSION TRUST (“PENSION TRUST”); TRUSTEES OF THE NEVADA RESORT ASSOCIATION—INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL 720, WAGE DISABILITY TRUST (“WAGE AND DISABILITY TRUST”); and TRUSTEES OF THE NEVADA RESORT ASSOCIATION—INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL 720, APPRENTICE AND JOURNEYMAN TRAINING AND EDUCATION TRUST (“TRAINING TRUSTS”) (hereinafter collectively “Plaintiffs/Counter-defendants” or “Trusts”), and Third-Party Defendants, MARIELL “APPLE” THORNE (“THORNE”); PHIL JAYNES (“JAYNES”); and RONALD POVEROMO (“POVEROMO”) (collectively “Third-Party Defendants” or “Trustees”) by and through their attorneys, The Urban Law Firm, and Defendants/Counterclaimants/Third-Party Plaintiffs BIG FIN 720, LLC, BIG FIN VEGAS, LLC, BIG FIN PRODUCTIONS, LLC, and BIG FIN INTERNATIONAL, LLC (“Defendants” or “Third-Party Plaintiffs”), by and through their attorneys, Kamer Zucker Abbott, hereby files the following Discovery Plan and Scheduling Order to the Court in compliance with Federal Rule of Civil Procedure 26 and Local Rule (hereinafter “LR”) 26-1. Hereinafter Plaintiffs and Defendants shall be collectively referred to as “The Parties.”

Meeting of Counsel

1. The Rule 26(f) meeting was held in this matter on April 27, 2023. The Parties’ respective counsels have fully discussed this proposed discovery plan.

Subjects of Discovery

2. Discovery will be made on the claims asserted by Plaintiffs and Trustees and all defenses asserted by Defendants. Discovery will also be conducted on Defendants’ counterclaims and Plaintiffs’ defenses to those counterclaims. Discovery will be conducted on the claims asserted

1 by Third-Party Plaintiffs and all defenses asserted by Third-Party Defendants. Discovery will not
2 be conducted in phases.

3 **Initial Disclosures**

4 3. The Parties will provide their initial disclosure statements and categories of
5 documents to respective counsel on or before **May 11, 2023** by stipulation in accordance with
6 Federal Rule of Civil Procedure 26(a)(1)(C).

7 **Issues Related to Disclosure or Discovery of Electronically Stored Information**

8 4. To the extent feasible, the parties agree that relevant electronically stored
9 information, if any, will be exchanged by The Parties in paper or in PDF format. If usability or
10 functionality is lost in such form of production, or if requested by any Party, the Parties agree to
11 exchange original electronic files, if requested.

12 **Issues Relating to Claims of Privilege or Attorney Work Product**

13 5. The Parties agree that a party who produces a document protected from disclosure
14 by the attorney-client privilege, attorney-work product doctrine or any other recognized privilege
15 (“privileged document”) without intending to waive the claim of privilege associated with such
16 document may promptly, meaning within fifteen (15) days after the producing party actually
17 discovers that such inadvertent disclosure occurred, amend its discovery response and notify the
18 other party that such document was inadvertently produced and should have been withheld. Once
19 the producing party provides such notice to the requesting party, the requesting party must promptly,
20 meaning within seventy-two (72) hours, return the specified document(s) and any copies thereof.
21 By complying with this obligation, the requesting party does not waive any right to challenge the
22 assertion of privilege and to request an order of the Court denying such privilege.

23 **Limits on Discovery**

24 6. At this time, the parties agree that discovery will be conducted in accordance with
25 the Federal Rules of Civil Procedure and applicable Local Rules of the District Court without
26 limitation or modification of the same.

1 **Discovery Cut-Off**

2 7. The Parties shall have until **September 11, 2023**, to conduct all discovery
3 permissible pursuant to the Federal Rules of Civil Procedure. This date is 181 days after the
4 Defendants first answered on March 14, 2023. (The original due date falls on a Sunday, therefore,
5 the deadline is moved to the next judicial day that is not a Saturday, Sunday, or legal holiday).

6 **Amended Pleadings and Added Parties**

7 8. The Parties shall have until **June 13, 2023**, to file any motions to amend the pleadings
8 or add parties which is 90 days before the discovery cut-off date of September 11, 2023, in
9 accordance with LR 26-1(b)(2).

10 **Expert Disclosures**

11 9. Counsel for The Parties have agreed that all prospective expert witnesses shall be
12 disclosed on or before **July 13, 2023**, which is 60 days before the discovery cut-off date of
13 September 11, 2023, in accordance with LR 26-1(b)(3). All prospective rebuttal expert witnesses
14 shall be disclosed on or before **August 14, 2023**. This date is 32 days after the initial expert
15 disclosure date. (The original due date falls on a Saturday, therefore, the deadline is moved to the
16 next judicial day that is not a Saturday, Sunday, or legal holiday).

17 **Dispositive Motions**

18 10. Counsel for The Parties have agreed that the last day for filing dispositive motions
19 in this case shall be **October 11, 2023**, 30 days after the discovery cut-off date of September 11,
20 2023, in accordance with LR 26-1(b)(4).

21 **Joint Pretrial Order**

22 11. The Parties have agreed that the Joint Pretrial Order in this case shall be filed on or
23 before **November 10, 2023**, 30 days after the dispositive motion deadline of October 11, 2023, in
24 accordance with LR 26-1(b)(5). In the event dispositive motions are pending before the Court on
25 that date, the date for filing the Joint Pretrial Order shall be suspended until thirty (30) days after
26 the date of the Court's decision on the last dispositive motion, in accordance with LR 26-1(b)(5).

1 **Pretrial Disclosures**

2 12. The disclosures required by Fed. R. Civ. P. 26(a)(3) and any objections thereto shall
3 be included in the Joint Pretrial Order, pursuant to LR 26-1(b)(6).

4 **Alternative Dispute Resolution**

5 13. The Parties certify that they met and conferred about the possibility of using
6 alternative dispute-resolution processes including mediation and arbitration, pursuant to LR 26-
7 1(b)(7). If the court is willing, the Parties would like to utilize the Early Neutral Evaluation program
8 of the Court or some other type of settlement conference as allowed by Local Rule 16-5 for this
9 case. If not, the parties will continue discussion about the possibility of mediation.

10 **Alternative Forms of Case Disposition**

11 14. The Parties certify that they considered consent to trial by a magistrate judge under
12 28 U.S.C. § 636(c) and Fed. R. Civ. P. 73 and the use of the Short Trial Program pursuant to LR 26-
13 1(b)(8). At this time, the parties do not consent to trial by a magistrate judge and do not believe this
14 case is appropriate for the Short Trial Program because of the nature of the case and claims involved.

15 **Electronic Evidence**

16 15. The Parties certify that they discussed whether they intend to present evidence in
17 electronic format to jurors for the purposes of jury deliberations pursuant to LR 26-1(b)(9).

18 **Extension of Deadlines**

19 16. Pursuant to LR 26-3, requests to extend any deadline set herein must be received by
20 the Court no later than 21 days before the expiration of the subject deadline. Any request made
21 within 21 days of the subject deadline will be supported by a showing of good cause.

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Protective Orders and Judicial Intervention

17. At this time, the parties do not anticipate the need for the entry of any Order from the Court pursuant to Fed. R. Civ. P. 26(c) or 16(b) and (c).

Dated: April 27, 2023

THE URBAN LAW FIRM

/s/ Paul D. Cotsonis

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By: /s/ R. Todd Creer

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Plaintiffs/Third-Party Plaintiffs***

IT IS THEREFORE ORDERED that the parties' stipulated discovery plan (ECF No. 14) is **GRANTED IN PART** and **DENIED IN PART**. The plan is **granted in part** regarding the discovery plan put forth by the parties. Their stipulated schedule as outlined herein shall govern discovery. The plan is **denied in part** regarding the parties' request for an Early Neutral Evaluation (ENE) or settlement conference. Regarding the ENE, that program is intended for employment discrimination actions arising under discrete statutes as outlined in Local Rule 16-6(a). This case does not appear to invoke any of the statutes outlined under Local Rule 16-6(a). And even if it did, to the extent the parties believe that their action falls under one or more of the statutes outlined in Local Rule 16-6(a), they must file a notice under Local Rule 16-6(b). To the extent the parties wish to conduct a settlement conference before the undersigned, they may separately move for a settlement conference.



DANIEL J. ALBREGTS
UNITED STATES MAGISTRATE JUDGE